



Attorney's Docket No.: 19733-002001

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicant : Brian Morrison
Serial No. : 10/848,928
Filed : May 19, 2004
Title : CUP HOLDER

Art Unit : Unknown
Examiner : Unknown

Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

REVOCATION AND NEW POWER OF ATTORNEY

Under 37 CFR §3.73(b) BRITEVISION MEDIA, LLC, a corporation, certifies that it is the assignee of 100% of the right, title and interest in the patent application identified above by virtue of:

☒ An assignment from the inventors of the patent application identified above. The assignment was recorded in the Patent and Trademark Office at Reel 015608, Frame 0087 on January 19, 2005. A copy of the assignment is attached.

The undersigned has reviewed all the documents in the chain of title of the patent application identified above and, to the best of undersigned's knowledge and belief, title is in the assignee identified above.

The undersigned, whose title is supplied below, is empowered to act on behalf of the assignee.

The undersigned, acting on behalf of the assignee, hereby revokes all powers of attorney previously granted in the application and appoints:

Edmond R. Bannon, Reg. No. 32,110
Samuel Borodach, Reg. No. 38,388;
Richard P. Ferrara, Reg. No. 30,632;
William J. Hone, Reg. No. 26,739;
John B. Pegram, Reg. No. 25,198; and
David R. Francescani, Reg. No. 25,159, all of:

CERTIFICATE OF MAILING BY FIRST CLASS MAIL

I hereby certify under 37 CFR §1.8(a) that this correspondence is being deposited with the United States Postal Service as first class mail with sufficient postage on the date indicated below and is addressed to the Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.

Date of Deposit

March 27, 2006

Signature

Boye Syracuse

Typed or Printed Name of Person Signing Certificate

Boye Syracuse

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FISH & RICHARDSON P.C.
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52nd Floor
153 East 53rd Street
New York, New York 10022-4611

with full power of substitution and revocation, to prosecute the application and to transact all business in the United States Patent and Trademark Office connected therewith.

All correspondence regarding the application should be sent to:

PTO Customer Number: 26211

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any patents issued thereon.

Respectfully submitted,

Date: 3/13/06

Brian Friedman

Title: Chairman

Fish & Richardson P.C.
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153 East 53rd Street
New York, New York 10022-4611
Telephone: (212) 765-5070
Facsimile: (212) 258-2291

SOLE TO CORPORATE ASSIGNMENT

WHEREAS, the undersigned, Brian Morrison, a resident of 3400 S.W. 27th Avenue, #601, Miami, Florida 33133 (hereinafter termed "Inventor"), has invented certain new and useful improvements in:

CUP HOLDER

and has executed a declaration or oath for an application for a United States patent disclosing and identifying the invention, said invention having been filed on the 19th day of May, 2004, and assigned U.S. Patent Application No. 10/848,928.

WHEREAS BriteVision Media LLC (hereinafter termed "Assignee"), a corporation of the State of California, having a place of business at 360 Pine Street, San Francisco, State of California, 94104, wishes to acquire the entire right, title and interest in and to said application and the invention disclosed therein, and in and to all embodiments of the invention, heretofore conceived, made or discovered by said Inventor (all collectively hereinafter termed "said invention"), and in and to any and all patents, certificates of invention and other forms of protection thereon (hereinafter termed "patents") applied for or granted in the United States and/or other countries.

NOW THEREFORE, for good and valuable consideration acknowledged by said Inventor to have been received in full from said Assignee:

1. Said Inventor does hereby sell, assign, transfer and convey unto said Assignee, the entire right, title and interest (a) in and to said application and said invention; (b) in and to all rights to apply in any and all countries of the world for patents, certificates of inventions or other governmental grants on said invention, including the right to apply for patents pursuant to the International Convention for the Protection of Industrial Property or pursuant to any other convention, treaty, agreement or understanding; (c) in and to any and all applications filed and any and all patents, certificates of inventions or other governmental grants granted on said invention in the United States or any other country, including each and every application filed and each and every patent granted on any application which is a division, substitution, or continuation of any of said applications; (d) in and to each and every reissue or extension of any of said patents; and (e) in and to each and every patent claim resulting from a reexamination certificate for any and all of said patents.

2. Said Inventor hereby covenants and agrees to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right, title and interest herein conveyed in the United States and other countries. Such cooperation by said Inventor shall include prompt production of pertinent facts and documents, giving of testimony, executing of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for complying with any duty of disclosure; (c) for prosecuting any of said applications; (d) for filing and prosecuting substitute, divisional, continuing or additional applications covering said invention; (e) for filing and prosecuting applications for reissue of any of said patents; (f) for interference or other priority proceedings involving said invention; and (g) for legal proceedings involving said invention and any applications therefor and any patents granted thereon, including without limitation opposition proceedings, cancellation proceedings, priority contests, public use proceedings, reexamination proceedings, compulsory licensing proceedings, infringement actions and court actions; provided, however, that the expense incurred by said Inventor in providing such cooperation shall be paid for by said Assignee.

BEST AVAILABLE COPY

3. The terms and covenants of this Assignment shall inure to the benefit of said Assignee, successors, assigns and other legal representatives, and shall be binding upon said Inventor, said Inventor's heirs, legal representatives and assigns.

4. Said Inventor hereby warrants and represents that said Inventor has not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

IN WITNESS WHEREOF, the said Inventor has executed this instrument on the date as given below and delivered this instrument to said Assignee:

12/10/04
Date

Brian Morrison
Brian Morrison

State of

County of

California
San Francisco

On December 10, 2004 before me, April M. Johnson
(name and title of officer)

personally appeared Brian Morrison personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person executed the instrument.

WITNESS my hand and official seal.

Signature

April M. Johnson


